



BOARD OF SUPERVISORS AGENDA ITEM REPORT  
AWARDS / CONTRACTS / GRANTS

Award  Contract  Grant

Requested Board Meeting Date: March 7, 2023

\* = Mandatory, information must be provided

or Procurement Director Award:

**\*Contractor/Vendor Name/Grantor (DBA):**

City of Tucson

**\*Project Title/Description:**

Intergovernmental Agreement (IGA) between City of Tucson and Pima County to Evaluate Options for Water Service to Parcel No. 101-18-004J a.k.a. Sunset Campus

**\*Purpose:**

Pima County and the City of Tucson desire to hire a consultant and participate equally in an evaluation of options to provide potable water and fire flow service to the Sunset Campus.

**\*Procurement Method:**

This IGA is a non-Procurement contract and not subject to Procurement rules.

**\*Program Goals/Predicted Outcomes:**

This IGA provides Pima County and the City of Tucson with information necessary to make decisions on potable water service. With this information, the best option for water service to this parcel will be selected.

**\*Public Benefit:**

This IGA expands the evaluation of water service to include sustainability options, which will inform Pima County and the City of Tucson on the challenges, risks, and benefits of available options.

**\*Metrics Available to Measure Performance:**

Contract success will be measured by the delivery of clear options for water service. Adherence to the scope of work is the metric.

**\*Retroactive:**

No.

TO: COB 2-21-2023 ①  
vers: 1  
pgs: 9

FEB21\*23AM0927 PD

THE APPLICABLE SECTION(S) BELOW MUST BE COMPLETED

Click or tap the boxes to enter text. If not applicable, indicate "N/A". Make sure to complete mandatory (\*) fields

Contract / Award Information

Document Type: CT Department Code: WW Contract Number (i.e., 15-123): 23\*326
Commencement Date: 04/18/2023 Termination Date: 04/17/2024 Prior Contract Number (Synergen/CMS):
[X] Expense Amount \$ 250,000.00 \* [ ] Revenue Amount: \$

\*Funding Source(s) required: RWRD Enterprise Fund

Funding from General Fund? [ ] Yes [X] No If Yes \$ %

Contract is fully or partially funded with Federal Funds? [ ] Yes [X] No

If Yes, is the Contract to a vendor or subrecipient?

Were insurance or indemnity clauses modified? [ ] Yes [X] No
If Yes, attach Risk's approval.

Vendor is using a Social Security Number? [ ] Yes [X] No
If Yes, attach the required form per Administrative Procedure 22-10.

Amendment / Revised Award Information

Document Type: Department Code: Contract Number (i.e., 15-123):
Amendment No.: AMS Version No.:
Commencement Date: New Termination Date:
Prior Contract No. (Synergen/CMS):

[ ] Expense [ ] Revenue [ ] Increase [ ] Decrease

Is there revenue included? [ ] Yes [ ] No If Yes \$

\*Funding Source(s) required:

Funding from General Fund? [ ] Yes [ ] No If Yes \$ %

Grant/Amendment Information (for grants acceptance and awards)

[ ] Award [ ] Amendment

Document Type: Department Code: Grant Number (i.e., 15-123):
Commencement Date: Termination Date: Amendment Number:

[ ] Match Amount: \$ [ ] Revenue Amount: \$

\*All Funding Source(s) required:

\*Match funding from General Fund? [ ] Yes [ ] No If Yes \$ %

\*Match funding from other sources? [ ] Yes [ ] No If Yes \$ %

\*Funding Source:

\*If Federal funds are received, is funding coming directly from the Federal government or passed through other organization(s)?

Contact: Eric Wieduwilt

Department: Regional Wastewater Reclamation Department

Telephone: 724-9841

Department Director Signature: [Signature]

Date: 2/13/23

Deputy County Administrator Signature: [Signature]

Date: 2/17/2023

County Administrator Signature: [Signature]

Date: 2/17/2023

**Intergovernmental Agreement  
between  
Pima County and City of Tucson  
for  
Parcel No. 101-18-004J a.k.a. Sunset Campus**

This Intergovernmental Agreement (“**IGA**”) is entered into by and between Pima County, a body politic and corporate of the State of Arizona (“**County**”) and the City of Tucson, (“**City**”) pursuant to A.R.S. § 11-952.

**1. Background.**

- 1.1. County and City may contract for services and enter into agreements with one another for joint or cooperative action pursuant to A.R.S. § 11-951, et seq.
- 1.2. County has the right to improve its sewer maintenance system pursuant to A.R.S. 11-264(A).
- 1.3. County is the owner of Parcel No. 101-18-004J, (hereafter “**Sunset Campus**”) and desires to bring it to development.
- 1.4. Sunset Campus is located within the City and within the Tucson Water service area.
- 1.5. County requires water service for potable and fire flow to Sunset Campus.
- 1.6. County and City would like to evaluate sustainable options to provide water service to the parcel.

**Purpose.** County and City desire to hire a consultant and participate equally in an evaluation of options to provide potable water and fire flow service to the Sunset Campus, which will include two innovative approaches using Direct Potable Reuse (“**DPR**”) and two conventional approaches as outlined in Exhibit A.

**1.7. City Responsibilities.** City will:

- 1.7.1. Provide information to consultant when formally requested.
- 1.7.2. Participate in scheduled meetings and informal consultant discussions.

**1.8. County Responsibilities.** County will:

- 1.8.1. Procure and manage the consultant contract.
- 1.8.2. Coordinate meetings as needed during the project.
- 1.8.3. Invoice the City for 50% of all consultant services.

2. **Financing.** City agrees to reimburse County 50% of all consultant invoices for the scope services described in Exhibit A, and for all mutually agreed amendments and/or modifications through the consultant contract term. Total consultant fees under this IGA will not exceed \$250,000 and payment to County will not exceed \$125,000.

City will pay County within sixty (60) days for the services invoiced pursuant to this IGA. City may challenge any invoice or may request additional supporting data provided, however, such challenge or data request will not delay City's payment.

3. **Term.** This IGA will be effective on the date it is fully executed by both parties and will continue for a period of twelve (12) months unless it is, prior to the expiration of such period, extended or terminated by agreement of the parties.

4. **Termination.**

- 4.1. For cause. Either Party may terminate this Agreement for material breach of the Agreement by the other Party. Prior to any termination under this paragraph, the Party allegedly in default shall be given written notice by the other Party of the nature of the alleged default. The Party said to be in default shall have thirty days to cure the default. If the default is not cured within that time, the other Party may terminate this Agreement. Any such termination shall not relieve a Party from liabilities or costs already incurred under this Agreement.

- 4.2. A.R.S. § 38-511. This Agreement may be terminated pursuant to A.R.S. § 38-511 in certain instances involving conflict of interest.

- 4.3. Non-appropriation. It is acknowledged that, notwithstanding any other provision contained herein, this Agreement may be terminated if either party fails to meet their obligations for any reason. In the event of such cancellation, the County and the City shall have no further obligation to each other, other than for payment for services rendered prior to such termination and any expenses incurred up to that point.

5. **Disposal of Property.** Upon the termination of this IGA, all property involved will revert back to the owner. Termination will not relieve any party from liabilities or costs already incurred under this IGA, nor affect any ownership of property pursuant to this IGA.

6. **Indemnification.** Each party (as Indemnitor) agrees to indemnify, defend and hold harmless the other party (as Indemnitee) from and against any and all claims, losses, liability, costs or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as "claims") for bodily injury of any person (including death) or property damage, but only to the extent that such injury or damage is caused or alleged to be caused by a negligent or intentionally wrongful act or omission of the Indemnitor, or of any of its officers, officials, agents, employees, or volunteers.

7. **Insurance.** Each party will obtain and maintain at its own expense, during the entire term of this IGA the following type(s) and amounts of insurance:

- 7.1. Commercial General Liability in the amount of \$2,000,000.00 combined single limit Bodily Injury and Property Damage.

- 7.2. Commercial or Business automobile liability coverage for owned, non-owned and hired vehicles used in the performance of this IGA with limits in the amount of \$2,000,000.00 combined single limit or \$1,000,000.00 Bodily Injury, \$1,000,000.00 Property Damage.
- 7.3. If required by law, workers' compensation coverage including employees' liability coverage.
- 7.4. Each party will provide thirty (30) days written notice to the other party of cancellation, non-renewal or material change of coverage.
- 7.5. The above requirement may be alternatively met through a self-insurance program under to A.R.S. §§ 11-261 and 11-981 (or if a school district, § 15-382) or participation in an insurance risk pool under A.R.S. § 11.952.01 (if a school district, § 15-382), at no less than the minimum coverage levels set forth in this Section
8. **Compliance with Laws.** The parties will comply with all federal, state and local laws, rules, regulations, standards and Executive Orders. The laws and regulations of the State of Arizona will govern the rights of the parties, the performance of this IGA and any disputes. Any action relating to this IGA will be brought in a court in Pima County.
9. **Non-Discrimination.** The parties will comply with all provisions and requirements of Arizona Executive Order 2009-09, which is hereby incorporated into this IGA, including flow-down of all provisions and requirements to any subcontractors. During the term of this IGA, the parties will not discriminate against any employee, client or any other individual in any way because of that person's age, race, creed, color, religion, sex, disability or national origin.
10. **ADA.** The parties will comply with all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and all applicable federal regulations under the Act, including 28 CFR Parts 35 and 36.
11. **Conflict of Interest.** This IGA is subject to cancellation for conflict of interest pursuant to A.R.S. § 38-511, the pertinent provisions of which are incorporated herein by reference.
12. **Non-Appropriation.** Notwithstanding any other provision in this IGA, this IGA may be terminated if for any reason the Pima County Board of Supervisors or the [insert governing body of other entity] does not appropriate sufficient monies for the purpose of maintaining this IGA. In the event of such cancellation, the parties will have no further obligations under this IGA other than for payment for services rendered prior to cancellation.
13. **Worker's Compensation.** Each party will comply with the notice of A.R.S. § 23-1022 (E). For purposes of A.R.S. § 23-1022, irrespective of the operations protocol in place, each party is solely responsible for the payment of Worker's Compensation benefits for its employees.
14. **No Joint Venture.** It is not intended by this IGA to, and nothing contained in this IGA will be construed to, create any partnership, joint venture or employment relationship between the parties or create any employer-employee relationship between a party and the employees of the other party. Neither party will be liable for any debts, accounts, obligations or other liabilities whatsoever of the other, including (without limitation) the other party's obligation to withhold Social Security and income taxes for itself or any of its employees.

15. **No Third-Party Beneficiaries.** Nothing in this IGA is intended to create duties or obligations to or rights in third parties not parties to this IGA or affect the legal liability of either party to the IGA by imposing any standard of care with respect to the maintenance of public facilities different from the standard of care imposed by law.
16. **Notice.** Any notice required or permitted to be given under this IGA must be in writing and served by delivery or by certified mail upon the other party as follows (or at such other address as may be identified by a party in writing to the other party):

**County:**

Director  
 Regional Wastewater Reclamation  
 Department  
 201 N. Stone, 8th Floor  
 Tucson, Arizona 85701

**City:**

Director  
 Tucson Water  
 310 W Alameda  
 Tucson, AZ 85701

*With copies to:*

County Administrator  
 Pima County  
 130 West Congress St., 10<sup>th</sup> Floor  
 Tucson, Arizona 85701

City Manager  
 City of Tucson  
 255 W Alameda, 10<sup>th</sup> Floor  
 Tucson, Arizona 85701

Clerk of the Board  
 Pima County  
 130 West Congress, 5<sup>th</sup> Floor  
 Tucson, Arizona 85701

City Clerk  
 City of Tucson  
 255 W Alameda, 9<sup>th</sup> Floor  
 Tucson, Arizona 85701

17. **Amendment.** This IGA may only be modified, amended, altered or changed by written agreement signed by the parties.
18. **Severability.** If any provision of this IGA, or any application of a provision to the parties or any person or circumstance, is found by a court to be invalid, that invalidity will not affect other provisions or applications of this IGA that can be given effect without the invalid provision or application.
19. **Legal Authority.** Neither party warrants to the other its legal authority to enter into this IGA. If a court, at the request of a third person, should declare that either party lacks authority to enter into this IGA, or any part of it, then the IGA, or parts of it affected by such order, will be null and void, and no recovery may be had by either party against the other for lack of performance or otherwise.

20. **Entire Agreement.** This document, and any exhibits attached to it, constitutes the entire agreement between the parties pertaining to the subject matter addressed, and all prior or contemporaneous agreements and understandings, oral or written, are superseded and merged into this IGA. This IGA may not be modified, amended, altered or extended except through a written amendment signed by the parties.
21. **Effective Date.** This IGA will become effective when all parties have signed it. The effective date of the IGA will be the date this IGA is signed by the last party (as indicated by the date associated with that party's signature).

**PIMA COUNTY**

**CITY OF TUCSON**

\_\_\_\_\_  
 Chair  
 Board of Supervisors

\_\_\_\_\_  
 Mayor  
 Mayor and Council

\_\_\_\_\_  
 Date

\_\_\_\_\_  
 Date

ATTEST

ATTEST

\_\_\_\_\_  
 Clerk of the Board

\_\_\_\_\_  
 City Clerk

**Approval**

The foregoing Intergovernmental Agreement between Pima County and City of Tucson has been reviewed by the undersigned and is hereby approved as to content.

  
 \_\_\_\_\_  
 Director, Pima County Regional Wastewater Reclamation Department

**Intergovernmental Agreement Determination**

The foregoing Intergovernmental Agreement between Pima County and the City of Tucson has been reviewed by the undersigned, each of whom has determined that it is in proper form and is within the powers and authority granted under the laws of the State of Arizona to the party he or she represents.

**PIMA COUNTY:**

**CITY OF TUCSON:**

  
\_\_\_\_\_  
Bobby Yu, Deputy County Attorney

\_\_\_\_\_  
City Attorney



## **Exhibit A – Scope of Services for Sunset Professional Campus**

In partnership, the City of Tucson and Pima County are proposing a Scope of Services (Exhibit A) to evaluate the options for providing potable water and fire flow services to the Sunset Professional Campus (Campus). This property (Parcel No. 101-18-004J) has no existing water, sewer, or electric utilities. The proposed Campus is a Pima County owned parcel located in the City of Tucson, south of Sunset Road, adjacent to the eastbound I-10 Frontage Road.

The Consultant will develop water demands for three types of development scenarios for both domestic and fire flow. For each of these scenarios, develop five alternatives for both potable domestic water and fire flow.

### **Water Demand Development Scenarios**

#### Scenario 1:

- Part A – Potable demand for 985,000 sq/ft (square feet) of office buildings with largest building being 180,000 sq/ft
  - Maximum capacity range for 985,000 sq/ft is 10,000 gallons per day (gpd) to 150,000 gpd
  - Maximum capacity range for 180,000 sq/ft is 5,000 gpd to 25,000 gpd
- Part B - Fire flow is included in initial capacity requirements. Actual flow rate to be determined by local Fire Department in accordance with local, state, and federal requirements based on industry, construction type, materials etc.\*

#### Scenario 2:

- Part A – Potable demand for 985,000 sq/ft of warehouse/light industrial use with largest building being 180,000 sq/ft
  - Maximum capacity range for 985,000 sq/ft is 10,000 gpd to 150,000 gpd
  - Maximum capacity range for 180,000 sq/ft is 5,000 gpd to 25,000 gpd
- Part B - Fire flow Fire flow is included in initial capacity requirements. Actual flow rate to be determined by local Fire Department in accordance with local, state, and federal requirements based on industry, construction type, materials etc.\*

#### Scenario 3:

- Part A – Potable demand for 985,000 sq/ft of manufacturing use with largest building being 180,000 sq/ft
  - Maximum capacity range for 985,000 sq/ft is 40,000 gpd to 2.5 million gallons per day (mgd)
  - Maximum capacity range for 180,000 sq/ft is 125,000 gpd to 600,000 gpd
- Part B - Fire flow Fire flow is included in initial capacity requirements. Actual flow rate to be determined by local Fire Department in accordance with local, state, and federal requirements based on industry, construction type, materials etc.\*

### **Four Alternative Water Resources for Domestic Water and Fire Flow**

- 1) Recycled water with Direct Potable Reuse (DPR) from Silverbell Road (Tucson Water Reclaimed system)\*
- 2) Recycled water with DPR from Agua Nueva WRF (RWRD effluent)\*
- 3) On-site Well with treatment\*

- 4) Potable water line loop extension from Silverbell Road through Sunset Campus to the east side of I-10

\*Treatment shall include processes necessary to meet all state and federal drinking water regulations, and shall meet Tucson Water operational goals for emerging contaminants as shown in Table 1 below:

Table 1

<b>Parameter</b>	<b>Unit</b>	<b>Treatment Goal</b>
PFOS	ppt	<2
PFOA	ppt	<2
PFHxS	ppt	<2
PFOS + PFOA + PFHxS + PFHpA <sup>(1)</sup>	ppt	<2
PFHxSa	ppt	-
PFBS	ppt	-
1,4-dioxave	ppb	<0.1

(1)When PFOS, PFOA, PFHxS, and PFHpA are present, combined levels should not exceed the operational threshold.

Evaluation of Alternatives

The alternatives will be evaluated using cost-based and non-cost-based criteria to be developed cooperatively with City of Tucson and Pima County. A Class 5 Cost Estimate will be used for the cost-based estimate.<sup>1</sup> Consultant will arrange cost and non-cost evaluation results in a matrix to allow comparisons of the Alternatives.

Cost-Based:

Consultant will develop conceptual on-site layouts, off-site alignments, and sizing for the each of the five alternatives and their two parts, identifying approximate infrastructure locations for the water resources.

Consultant will develop a template for cost-based evaluations that identifies conceptual-level capital costs, annual operation and maintenance (O&M) costs, and life cycle costs. Consultant will develop capital, O&M, and life-cycle cost opinions for pipelines, pump/lift stations, treatment facilities, wells, and other major facilities. Cost opinions will include assumptions such as:

- Capital funding interest rates and terms
- Unit power costs
- Fully-burdened average O&M labor rates
- Asset depreciation

Non-Cost Based:

Non-cost criteria will include a qualitative comparison of advantages and disadvantages of each scenario. Potential non-cost criteria may include the following:

- Extent of anticipated permitting requirements
- Flexibility to adapt to changing conditions (water supply)

<sup>1</sup> 18R-97: Cost Estimate Classification System - As Applied in Engineering, Procurement, and Construction for the Process Industries (costengineering.eu)

- Efficiency of operation and maintenance
- Pumping requirements
- Carbon footprint evaluation
- Reliance on other agencies/utilities